

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

October 6, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

LOS ANGELES-ORANGE IMMUNIZATION NETWORK - SERVICES AGREEMENTS WITH CITY OF LONG BEACH, PASADENA PUBLIC HEALTH DEPARTMENT, AND ORANGE COUNTY HEALTH CARE AGENCY

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of Health Services, or his designee, to sign an amendment, substantially similar to Exhibit I, with Pasadena Public Health Department (PPHD) to extend the term of the Agreement through June 30, 2007, for a total amount of \$38,416, contingent upon receipt of California Department of Health Services (CDHS) funding for Fiscal Year (FY) 2006-07, and to revise the FY 2005-06 Scope of Work and maximum obligation from \$62,068 to \$38,416, a reduction of \$23,652, to continue the implementation, evaluation, and support of the Los Angeles-Orange Immunization Network (LINK).
- 2. Approve and instruct the Director of Health Services, or his designee, to sign an amendment. substantially similar to Exhibit II, with Orange County Health Care Agency (OCHCA) to extend the term of the Agreement through June 30, 2007, contingent upon receipt of CDHS funding for FY 2006-07 for a total amount of \$49,768, and to revise the FY 2005-06 Scope of Work and maximum obligation from \$35,493 to \$49,768, an increase of \$14,275, to continue the implementation, evaluation, and support of LINK.
- 3. Authorize and delegate authority to the Director of Health Services, or his designee, to sign an amendment, substantially similar to Exhibit III, with the City of Long Beach (CLB) to extend the term of the Agreement through June 30, 2007, for a total amount of \$39,601, contingent upon receipt of CDHS funding for FY 2006-07, and to revise the FY 2005-06 Scope of Work and the maximum obligation from \$40,635 to \$39,601, a decrease of \$1,034, to continue the implementation, evaluation, and support of LINK.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District

The Honorable Board of Supervisors October 6, 2005 Page 2

4. Delegate authority to the Director of Health Services, or his designee, to sign any amendments to each of the above subject agreements to increase or decrease funding up to 25% of the maximum obligation based on availability of funds during the term, and to effect other revisions which are consistent with the objectives of the LINK program, upon review and approval by County Counsel and notification of the Board offices.

PURPOSE OF THE RECOMMENDED ACTIONS/JUSTIFICATION:

Although the Department of Health Services (DHS or Department) has delegated authority to increase or decrease funding for the agreements with PPHD and OCHCA, as approved by the Board on October 5, 2004, funding recently received under CDHS Agreement No. 05-45469 reduced or increased the budget for these contracts by a percentage greater than 15%. This action will also allow the Department to revise the scope of work and adjust funding for PPHD, OCHA, and CLB (including reducing CLB funding by 2.6%) for FY 2005-06 and accept funding for FY 2006-07. Approval of the recommended actions will enable the Department, as the lead agency selected by the CDHS, to continue the implementation, evaluation, and support of the LINK program, a local automated immunization and reminder system designed to monitor and track immunized children.

FISCAL IMPACT/FINANCING:

The total contractual costs for FY 2005-06 are \$38,416 for PPHD (a reduction of \$23,652 or 38%), \$49,768 for OCHCA (an increase of \$14,275 or 40%), and \$39,601 for CLB (a reduction of \$1,034 or 2.6%), 100% funded by CDHS Agreement No. 05-45469. The contractual obligation for FY 2006-07 is \$38,416 for PPHD, \$49,768 for OCHCA, and \$39,601 for CLB, contingent upon the award of additional funds from CDHS for FY 2006-07, 100% offset by State funding.

Funding for this project is included in the FY 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1996, the Board has accepted immunization funds from CDHS for the automated immunization and reminder system.

On February 10, 2004, the Board authorized the Director of Health Services to sign agreements with PPHD and CLB for FY 2004-05 with provisions for a 12-month automatic renewal through June 30, 2005.

On October 5, 2004, the Board approved an agreement with OCHCA in the amount of \$35,493, effective October 5, 2004 through June 30, 2005, with a provision for automatic renewal through June 30, 2006, and approved renewal agreements with CLB and PPHD for FY 2005-06 in the amounts of \$40,635 and \$62,068 respectively, contingent upon receipt of CDHS funding for FY 2005-06. The Board also authorized the increase or decrease of funding up to 15% of the maximum obligation during the term of the agreements with PPHD, OCHCA, and CLB. Based upon funding received from CDHS, the revised amounts for FY 2005-06 for distribution to PPHD and OCHCA exceed the 15% delegated authority previously authorized by the Board, thus requiring the Department to obtain approval of the attached amendments.

The Honorable Board of Supervisors October 6, 2005 Page 3

Funding for these agreements is included in CDHS Agreement No. 05-45459 in the amount of \$499,163, which is being accepted under the Department's delegated authority, approved by the Board on February 10, 2004.

County Counsel has reviewed and approved the amendments as to use and form. Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise amendments on the Los Angeles County Online Web Site as a contract/business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS:

LINK continues to support the Los Angeles County Immunization Program's objectives to decrease the occurrence of vaccine-preventable disease by giving public and private providers access to a complete and accurate client immunization history, recommended immunization schedules, and reminder/recall functions.

When approved, this Department requires three signed copies of the Board's action.

Respectfully/submitted.

Thomas L. Garlhwaite, M.D.

Director and Chief Medical Officer

TLG:jr

Attachments (4)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

BLETCD4287.JR.wpd

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICES:

Provision of a local automated immunization information and reminder system to ensure adequate immunization of all children in the community from vaccine-preventable disease.

2. AGENCY ADDRESS/CONTACT PERSON:

Pasadena Public Health Department 1845 North Fair Oaks Avenue Pasadena, California 91103 Attn: Ms. Wilma J. Allen, Director

Telephone: (626) 744-6044 - Fax: (626) 396-7316 Electronic Mail (e-mail): <u>djordan@cityofpasadena.net</u>

City of Long Beach
2525 Grand Avenue
Long Beach, California 90815
Attn: Ronald Arias, Director
Telephone: (562)570-4208 - Fax: (562)570-4099
Electronic Mail (e-mail): Ronald arias@longbeach.org

Orange County Health Care Agency 1725 West 17th Street

Santa Ana, California 92706 Attn: Margaret Beed, MD, Chief Medical Officer Telephone: (714) 834-3195 - Fax: (714) 834-5506 Electronic Mail (e-mail): mbeed@ochca.com

3. TERM OF AGREEMENTS:

The term of the amendments are from July 1, 2005 through June 30, 2006, with provision for a 12-month automatic renewal through June 30, 2007, contingent upon receipt of CDHS funding for Fiscal Year (FY) 2006-07.

4. <u>FINANCIAL INFORMATION</u>:

The total costs for FY 2005-06 are \$38,416 for PPHD (a reduction of \$23,652 or 38%), \$49,768 for OCHCA (an increase of \$14,275 or 40%), and \$39,601 for CLB (a reduction of \$1,034 or 2.6%), 100% funded by CDHS Agreement No. 05-45469. The contractual obligation for FY 2006-07 is \$38,416 for PPHD, \$49,768 for OCHCA, and \$39,601 for CLB, contingent upon award of additional funds from CDHS for FY 2006-07. Funding for this project is included in the FY 2005-06 Final Budget and will be requested in future fiscal years.

5. PRIMARY GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. <u>ACCOUNTABLE FOR PROJECT MONITORING:</u>

Dr. Robert Kim-Farley, M.D., M.P.H., Director, Communicable Disease Control and Prevention

7. <u>APPROVALS</u>:

Public Health: John F. Schunhoff, Ph. D., Chief of Operations

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Robert Ragland, Senior Deputy County Counsel

LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT AMENDMENT NO. 3

	THIS AMENDMENT	is	made	and	entered	into	this	******		day
of _			2005	,						
	by and between						LOS A JNTY")	NGELES	(here	: -
	and				DEPAR		[(her	HEALTH eafter	[

WHEREAS, reference is made to that certain document entitled "LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT", dated February 10, 2004, and further identified as County Agreement No. H-700220 and any amendments thereto, (all hereafter "Agreement") between County and Contractor; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the agreement through June 30, 2007, contingent upon County's receipt of funds from the California Department of Health Services ("CDHS" or "State") for such a term; and to make other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

This amendment shall be effective on July 1, 2005,

and shall continue in full force and effect to midnight June 30, 2007.

- 2. Paragraph 1, TERM, shall be amended to read as follows:
- "1. TERM: This Agreement shall commence on July 1, 2005 and shall remain in full force and effect to, and including June 30, 2006. This Agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, the parties agree that this Agreement shall be deemed terminated as of June 30, 2006.

If for any reason the State grant which funds this
Agreement is terminated or reduced, County shall have the
right to immediately terminate this Agreement in whole or in
part. Notice of such termination shall be served upon
Contractor in writing. In any event, either party may
terminate this Agreement with or without cause, upon giving
of at least thirty (30) calendar days' advance written
notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a

waiver of such right, which may be exercised at any subsequent time."

- 3. Paragraph 2, DESCRIPTION OF SERVICES shall be amended to read as follows:
 - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide services in the form as described in the body of the referred Agreement, and in Exhibit A-3, Pasadena Public Health Department Scope of Work, July 1, 2005 to June 30, 2006, Schedule I-3, Exhibit A-4, Pasadena Public Health Department, Scope of Work, July 1, 2006 to June 30, 2007 and Schedule I-4, attached hereto and incorporated herein by reference."
- 4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:
 - "3. MAXIMUM OBLIGATION OF COUNTY: From July 1, 2005 through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Thirty-Eight Thousand Four Hundred Sixteen Dollars (\$38,416) as set forth in Schedule I-3, IMMUNIZATION PROGRAM BUDGET FISCAL YEAR 2005-2006, attached hereto and incorporated herein by reference.

The parties agree that, if this Agreement is renewed for the term of July 1, 2006 through June 30, 2007, the maximum obligation for Contractor's performance herein will be Thirty-Eight Thousand Four Hundred Sixteen Dollars (\$38,416) as set forth in Schedule I-4 IMMUNIZATION PROGRAM BUDGET

FISCAL YEAR 2006-2007, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., Operating Expenses), as set forth in Exhibit A-3, Schedule I-3, Exhibit A-4, and Schedule I-4, attached hereto, and County shall be obligated to pay Contractor only to the extent that such funds are reimbursable to County from the State.

- 5. Paragraph 4. BILLING AND PAYMENT, shall be amended to read as follows:
 - "4. <u>BILLING AND PAYMENT</u>: County shall compensate
 Contractor for actual reimbursable net costs incurred by
 Contractor in performing services hereunder.
 - A. County agrees to compensate Contractor in accordance with Schedule I-3 of Exhibit A-3 and Schedule I-4 of Exhibit A-4, attached hereto.
 - B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such invoices and/or forms as may be furnished or required by County. Such invoices shall detail actual reimbursable costs incurred by Contractor in accordance with Schedule I-3 of Exhibit A-3 and Schedule I-4 of Exhibit A-4 attached hereto. Each original invoice shall be approved and signed by

Contractor's duly authorized designee. Original invoices shall be submitted to: Department of Health Services, Immunization Program Office; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Contract Manager, with duplicate invoice to: Department of Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022, Attention: Contracts and Grants Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.
- (2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services

furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

- D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.
- E. In no event shall County be required to pay
 Contractor more for all services provided hereunder than
 the maximum obligation of County as set forth in the
 MAXIMUM OBLIGATION OF COUNTY Paragraph of this
 Agreement, unless otherwise revised or amended under the
 terms of this Agreement.
- F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Schedule(s) attached hereto, County may withhold any claim for

payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

- (2) County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of the Schedule(s) of this Agreement, if the services are

not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts, due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).
- H. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor."
- 6. Paragraph 9, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be amended to read as follows:

"9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this

provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds twenty five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the

term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an

amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES
By Thomas L. Garthwaite, M.D. Director and Chief Medical Officer
PASADENA PUBLIC HEALTH DEPARTMENT Contractor
BySignature
Print Name
Title(AFFIX CORPORATE SEAL)
(AFFIA CORFORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

Ву Cara O'Neill, Chief Contracts and Grants Division

JR/ImmReg-Pasadena-Am3/Oct.4, 2005

Los Angeles Immunization Network (LINK) Pasadena Public Health Department - Scope of Work July 1, 2005 to June 30, 2006

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

	-	motor continuent and		
Objectives		Activities	Timeline	Evaluation
Maintenance and	.	Participate in Executive Team meetings	As scheduled	Meeting sign-in sheet
enhancement of LINK	2.	Participate in development of regional	Ongoing	Regional and local planning documents
regional Infrastructure				,
No.	<u>ო</u>		Annual	Written submission of grant content
				•
-	4.	Participate in development of supplemental	As needed	Written submission of grant content
		regional grant applications		
•	<u>ئ</u>		As needed	Interview logs and training documentation
	_	LINK staff		
Recruit and deploy a	<u>-</u>	Develop local deployment plans and timelines	Ongoing	Annual grant applications, Monthly Report
minimum of 14 new	2		Ongoing	Monthly Report
providers in the Pasadena		demonstrations of LINK, and obtain participation		
jurisdiction		(MOUS)		-
	რ	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
		assessments and ensure providers meet all		tools, Monthly Reports
		requirements prior to deployment		
	4.	Schedule user training	Ongoing	Training calendar
	5.	Schedule deployment date and coordinate	Ongoing	Deployment Checklists; Data migration
		deployment activities including early disclosure,		checklist
		data migration, and data entry support (if		
		provided)		
	9	Provide on-site day-of-deployment support	Ongoing	Monthly Report
	7	Identify potential barriers to participation and		
		develop action plan to address barriers	Ongoing	Monthly Report
Provide ongoing support	-	Provide ongoing programmatic support to	Ongoing	Monthly Report
to providers and conduct		providers		•
quality assurance	2	Assess provider and user satisfaction	Ongoing	Satisfaction Survey
	က်	Evaluate provider progress and provide feedback		Provider Status Report; Monthly Report
		a minimum of one time per year per provider		
LINK representation	-	Attend State SIIS Conferences	Semi-annual	Travel Receipts
·	2	Participate on SIIS Committees and local	Ongoing	Monthly Report
		coalitions and committees		1
	<u>ن</u>	Conduct presentations to community	Ongoing	Monthly Report
		organizations and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 PASADENA PUBLIC HEALTH DEPARTMENT JULY 1, 2005 through JUNE 30, 2006

PERSONNEL SERVICES	<u>FTE</u>	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
Program Coordinator Subtotal Personnel	1	35.0%	\$4,402 - \$6,296	26,443 26,443
Employee Benefits @			30.00%	7,933
TOTAL PERSONNEL SERVICES	S			34,376
OPERATING EXPENSES				
Services and Supplies Health Education Materials Travel Subcontracts TOTAL OPERATING EXPENSES	S			600 0 3,440 0 4,040
TOTAL BUDGET COSTS				38,416

Los Angeles Immunization Network (LINK) Pasadena Public Health Department - Scope of Work July 1, 2006 to June 30, 2007

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives		Activities	Timeline	Evaluation
Maintenance and	, ,	Participate in Executive Team meetings	As scheduled	Meeting sign-in sheet
ennancement of LINK	 	Participate in development of regional	Ongoing	Regional and local planning documents
regional mirastructure	3	plans, policies, procedures, forms, and materials Participate in development of annual SIIS grant	Annual	Written submission of grant content
		application		
	4.	Participate in development of supplemental	As needed	Written submission of grant content
		regional grant applications		-
	<u>ئ</u>	Assist in interviewing, selecting and training new LINK staff	As needed	Interview logs and training documentation
Recruit and deploy a	<u> -</u>	1	Ongoing	Annual grant applications, Monthly Report
minimum of 14 new	2.	Identify providers in jurisdiction, conduct	Ongoing	Monthly Report
providers in the Pasadena		demonstrations of LINK, and obtain participation		
jurisdiction		(MONs)		
	ю	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
		assessments and ensure providers meet all		tools, Monthly Reports
		requirements prior to deployment		
	4	Schedule user training	Ongoing	Training calendar
	5	Schedule deployment date and coordinate	Ongoing	Deployment Checklists; Data migration
		deployment activities including early disclosure,		checklist
		data migration, and data entry support (if		
		provided)		
	6.	Provide on-site day-of-deployment support	Ongoing	Monthly Report
	7.	Identify potential barriers to participation and		
		develop action plan to address barriers	Ongoing	Montniy Keport
Provide ongoing support	-	Provide ongoing programmatic support to	Ongoing	Monthly Report
to providers and conduct		providers		
quality assurance	2.	Assess provider and user satisfaction	Ongoing	Satisfaction Survey
	რ	Evaluate provider progress and provide feedback		Provider Status Report; Monthly Report
		a minimum of one time per year per provider		
LINK representation	-	Attend State SIIS Conferences	Semi-annual	Travel Receipts
	2.	Participate on SIIS Committees and local	Ongoing	Monthly Report
		coalitions and committees		
	ж	Conduct presentations to community	Ongoing	Monthly Report
		organizations and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007 PASADENA PUBLIC HEALTH DEPARTMENT JULY 1, 2006 through JUNE 30, 2007

PERSONNEL SERVICES	<u>FTE</u>	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
Program Coordinator Subtotal Personnel	1	35.0%	\$4,402 - \$6,296	26,443 26,443
Employee Benefits @			30.00%	7,933
TOTAL PERSONNEL SERVICE	s			34,376
OPERATING EXPENSES				
Services and Supplies Health Education Materials Travel Subcontracts TOTAL OPERATING EXPENSE	S			600 0 3,440 0 4,040
TOTAL BUDGET COSTS				38,416

Contract No. H-700714

LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT AMENDMENT NO 1

			AMI	MUME	ent no. 1	_				
	THIS AMENDMENT i	.s	made	and	entered	into	this			day
of _		_′	2005	,						
	by and between						LOS A	NGELES	(here	3 -
	and				AGENO		ereaft	EALTH er	CARE	

WHEREAS, reference is made to that certain document entitled "LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT", dated February 10, 2004, and further identified as County Agreement No. H-700714 (hereafter "Agreement") between County and Contractor; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the agreement through

June 30, 2007, contingent upon County's receipt of funds from the California Department of Health Services ("CDHS" or "State") for such a term; and to make other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall be effective on the date of

approval by the County of Los Angeles Board of Supervisors ("Board"), and shall continue in full force and effect to midnight June 30, 2007.

- 2. Paragraph 1, TERM, shall be amended to read as follows:
- "1. TERM: This Agreement shall commence on the date of approval by the Board and shall remain in full force and effect to, and including June 30, 2006. This Agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, the parties agree that this Agreement shall be deemed terminated as of June 30, 2006.

If for any reason the State grant which funds this

Agreement is terminated or reduced, County shall have the

right to immediately terminate this Agreement in whole or in

part. Notice of such termination shall be served upon

Contractor in writing. In any event, either party may

terminate this Agreement with or without cause, upon giving

of at least thirty (30) calendar days' advance written

notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement

may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

- 3. Paragraph 2, DESCRIPTION OF SERVICES shall be amended to read as follows:
 - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide services in the form as described in the body of the referred Agreement, and in Exhibit B-1, Orange County Health Care Agency Scope of Work, Date of Board Approval to June 30, 2006, Schedule II-1, Exhibit C, Orange County Health Care Agency, Scope of Work, July 1, 2006 to June 30, 2007 and Schedule III, attached hereto and incorporated herein by reference."
- 4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:
 - "3. MAXIMUM OBLIGATION OF COUNTY: From Date of Board approval through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Forty-Nine Thousand Seven Hundred Sixty Eight Dollars (\$49,768) as set forth in Schedule I-1, IMMUNIZATION PROGRAM BUDGET FISCAL YEAR 2005-2006, attached hereto and incorporated herein by reference.

The parties agree that, if this Agreement is renewed for the term of July 1, 2006 through June 30, 2007, the maximum

obligation for Contractor's performance herein will be Forty-Nine Thousand Seven Hundred Sixty Eight Dollars (\$49,768) as set forth in Schedule II IMMUNIZATION PROGRAM BUDGET FISCAL YEAR 2006-2007, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., Operating Expenses), as set forth in Exhibit B-1, Schedule II, and Exhibit C, Schedule III, attached hereto, and County shall be obligated to pay Contractor only to the extent that such funds are reimbursable to County from the State.

- 5. Paragraph 4. BILLING AND PAYMENT, shall be amended to read as follows:
 - "4. <u>BILLING AND PAYMENT</u>: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.
 - A. County agrees to compensate Contractor in accordance with Schedule II-1 of Exhibit B-1 and Schedule III of Exhibit C, attached hereto.
 - B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such invoices and/or forms as may be furnished or required by County. Such invoices shall detail actual reimbursable costs incurred by Contractor

in accordance with Schedule II-1 of Exhibit B-1 and Schedule III of Exhibit C attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: Department of Health Services, Immunization Program Office; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Contract Manager, with duplicate invoice to: Department of Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022, Attention: Contracts and Grants Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

- (2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.
- D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.
- E. In no event shall County be required to pay
 Contractor more for all services provided hereunder than
 the maximum obligation of County as set forth in the
 MAXIMUM OBLIGATION OF COUNTY Paragraph of this
 Agreement, unless otherwise revised or amended under the
 terms of this Agreement.
- F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. <u>Withholding Payment</u>:

- (1) Subject to the reporting and data requirements of this Agreement and the Schedule(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.
- (2) County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse

all withheld payments on the next regular monthly claim for payment by Contractor.

- (4) Subject to the provisions of the Schedule(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County, as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).
- H. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor."
- 6. Paragraph 9, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be amended to read as follows:

"9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written

approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds twenty five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's

expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation

of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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/

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Director of Health Services and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Ву
Thomas L. Garthwaite, M.D. Director and Chief Medical Officer
ORANGE COUNTY HEALTH CARE AGENCY
Contractor
Ву
Signature
Print Name
Title
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By Cara O'Neill, Chief
Contracts and Grants Division

JR/ImmReg-OCHA-Am3/Oct.5, 2005

Los Angeles Immunization Network (LINK) Orange County Health Care Agency - Scope of Work

Date of Board Approval to June 30, 2006

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives		Activities	Timeline	Evaluation
ODJECTIVES	1	1	Politodo o A	Mosting sign-in sheet
Maintenance and	. .		As scrieduled	Regional and local planning documents
enhancement of LINK	Ż.		Building	
regional Infrastructure		plans, policies, procedures, forms, and materials		Weitten of grant content
·	<u>ო</u>	Participate in development of annual SIIS grant	Annuai	Willel sublinssion of grant contour
		application	•	\$ 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	4.	Participate in development of supplemental regional	As needed	Written submission of graff collication
		grant applications		
Recruit and deploy a	<u>-</u>	Develop local deployment plans and timelines	Ongoing	Annual grant applications, Monthly Report
minimum of 30 new	2		Ongoing	Monthly Report
providers in the Orange		demonstrations of LINK, and obtain participation		
County jurisdiction		(MOUs)		
•	3.	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
O Parisino	·	assessments and ensure providers meet all		tools, Monthly Reports
	<u></u>	requirements prior to deployment		
	4	Schedule user training	Ongoing	Training calendar
	<u>ي</u>		Ongoing	Deployment Checklists; Data migration
Manustra		deployment activities including early disclosure,		checklist
		data migration, and data entry support (if provided)		!
	6.		Ongoing	Monthly Report
	7.		Ongoing	Monthly Report
		develop action plan to address barriers		
Provide ongoing	<u> -</u>	Provide ongoing programmatic support to providers	Ongoing	Monthly Report
support to providers	2.	Provide on-site technical support to users for issues		Monthly Benort
and conduct quality		that cannot be resolved remotely by central LINK	Ongoing	Help Desk Log, Monthly Report
assurance		Help Desk staff		Cotiofootion Survey
	က်	Assess provider and user satisfaction		Dravider Status Benort: Monthly Report
and the state of t	4.	Evaluate provider progress and provide feedback a		
11817	-	Minimum of one time per year provider	Semi-annual	Travel Receipts
רוואר ופטופאפוונמנוטוו	- 0		Ongoing	Monthly Report
	į	ratiopate oil oilo commissos and commissos)	
	٣.	Conduct presentations to community organizations	Ongoing	Monthly Report
	<u>;</u>			
		and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 COUNTY OF ORANGE HEALTH CARE AGENCY Date of Board Approval to June 30, 2006

PERSONNEL SERVICES	FTE	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
Health Education Assistant IT Program Manager I Program Coordinator Total Staff Costs	1 1 1	10.0% 5.0% 50.0%	\$3,139 - \$3,139 \$4,697 - \$6,587 \$4,090 - \$4,699	3,767 3,952 28,194 \$35,913
FRINGE BENEFITS @			31.70%	11,384
TOTAL PERSONNEL COSTS				\$47,297
OPERATING EXPENSES				
Services and Supplies Health Education Materials Travel Subcontracts TOTAL OPERATING EXPENSES				600 0 1,871 0 2,471
TOTAL BUDGET COSTS				49,768

Los Angeles Immunization Network (LINK) Orange County Health Care Agency - Scope of Work July 1, 2006 to June 30, 2007

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives		Activities	Timeline	Evaluation
Maintenance and	1.	Participate in Executive Team meetings	As scheduled	Meeting sign-in sheet
enhancement of LINK	2	Participate in development of regional	Ongoing	Regional and local planning documents
regional Infrastructure		plans, policies, procedures, forms, and materials		
	က်	Participate in development of annual SIIS grant	Annual	Written submission of grant content
		application		
	4.	Participate in development of supplemental regional	As needed	Written submission of grant content
		grant applications		
Recruit and deploy a	1.	Develop local deployment plans and timelines	Ongoing	Annual grant applications, Monthly Report
minimum of 30 new	2.	Identify providers in jurisdiction, conduct	Ongoing	Monthly Report
providers in the Orange		demonstrations of LINK, and obtain participation		
County jurisdiction		(MOUs)		
	რ	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
		assessments and ensure providers meet all		tools, Monthly Reports
		requirements prior to deployment		
	4.	Schedule user training	Ongoing	Training calendar
	<u>ئ</u>	Schedule deployment date and coordinate	Ongoing	Deployment Checklists; Data migration
	······································	deployment activities including early disclosure,		checklist
		data migration, and data entry support (if provided)		
	6.	Provide on-site day-of-deployment support	Ongoing	Monthly Report
	7.	Identify potential barriers to participation and	Ongoing	Monthly Report
		develop action plan to address barriers		
Provide ongoing	-	Provide ongoing programmatic support to providers	Ongoing	Monthly Report
support to providers	5	Provide on-site technical support to users for issues		
and conduct quality		that cannot be resolved remotely by central LINK	Ongoing	Help Desk Log, Monthly Report
assurance		Help Desk staff		
	რ	Assess provider and user satisfaction		Satisfaction Survey
	4.	Evaluate provider progress and provide feedback a		Provider Status Report; Monthly Report
		minimum of one time per year per provider		
LINK representation	-	Attend State SIIS Conferences	Semi-annual	Travel Receipts
	2.	Participate on SIIS Committees and local coalitions	Ongoing	Monthly Report
		and committees		
	რ	Conduct presentations to community organizations	Ongoing	Monthly Report
		and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007 COUNTY OF ORANGE HEALTH CARE AGENCY JULY 1, 2006 through JUNE 30, 2007

PERSONNEL SERVICES	FTE	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
Health Education Assistant IT Program Manager I Program Coordinator Total Staff Costs	1 1 1	10.0% 5.0% 50.0%	\$3,139 - \$3,139 \$4,697 - \$6,587 \$4,090 - \$4,699	3,767 3,952 28,194 \$35,913
FRINGE BENEFITS @			31.70%	11,384
TOTAL PERSONNEL COSTS				\$47,297
OPERATING EXPENSES				
Services and Supplies Health Education Materials Travel Subcontracts TOTAL OPERATING EXPENSES				600 0 1,871 0 2,471
TOTAL BUDGET COSTS				49,768

EXHIBIT III

Contract No. H-700219

LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT AMENDMENT NO. 3

	THIS AMENDMENT	is	made	and	entered	into	this		day
of _			2005	r					
	by and between						LOS ANGEL UNTY"),	ES (here	3 –
	and					OF Lo	ONG BEACH	(hereaft	er

WHEREAS, reference is made to that certain document entitled "LOS ANGELES IMMUNIZATION NETWORK SERVICES AGREEMENT", dated February 10, 2004, and further identified as County Agreement No. H-700219 and any amendments thereto (all hereafter "Agreement") between County and Contractor; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the agreement through June 30, 2007, contingent upon County's receipt of funds from the California Department of Health Services ("CDHS" or "State") for such a term; and to make other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall be effective on July 1, 2005,

and shall continue in full force and effect to midnight June 30, 2007.

2. Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: This Agreement shall commence on July 1, 2005 and shall remain in full force and effect to, and including June 30, 2006. This Agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, the parties agree that this Agreement shall be deemed terminated as of June 30, 2006.

If for any reason the State grant which funds this
Agreement is terminated or reduced, County shall have the
right to immediately terminate this Agreement in whole or in
part. Notice of such termination shall be served upon
Contractor in writing. In any event, either party may
terminate this Agreement with or without cause, upon giving
of at least thirty (30) calendar days' advance written
notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a

waiver of such right, which may be exercised at any subsequent time."

- 3. Paragraph 2, DESCRIPTION OF SERVICES shall be amended to read as follows:
 - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide services in the form as described in the body of the referred Agreement, and in Exhibit A-3, City of Long Beach Scope of Work, July 1, 2005 to June 30, 2006, Schedule I-3, Exhibit A-4 City of Long Beach Scope of Work, July 1, 2006 to June 30, 2007 and Schedule I-4, attached hereto and incorporated herein by reference."
- 4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:
 - "3. MAXIMUM OBLIGATION OF COUNTY: From July 1, 2005 through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Thirty-Nine Thousand Six Hundred One Dollars (\$39,601) as set forth in Schedule I-3, IMMUNIZATION PROGRAM BUDGET FISCAL YEAR 2005-2006, attached hereto and incorporated herein by reference.

The parties agree that, if this Agreement is renewed for the term of July 1, 2006 through June 30, 2007, the maximum obligation for Contractor's performance herein will be Thirty-Nine Thousand Six Hundred One Dollars (\$39,601) as set forth in Schedule I-4 IMMUNIZATION PROGRAM BUDGET FISCAL

YEAR 2006-2007, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., Operating Expenses), as set forth in Exhibit A-3, Schedule I-3, Exhibit A-4, and Schedule I-4, attached hereto, and County shall be obligated to pay Contractor only to the extent that such funds are reimbursable to County from the State.

- 5. Paragraph 4. BILLING AND PAYMENT, shall be amended to read as follows:
 - "4. <u>BILLING AND PAYMENT</u>: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.
 - A. County agrees to compensate Contractor in accordance with Schedule I-3 of Exhibit A-3 and Schedule I-4 of Exhibit A-4, attached hereto.
 - B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such invoices and/or forms as may be furnished or required by County. Such invoices shall detail actual reimbursable costs incurred by Contractor in accordance with Schedule I-3 of Exhibit A-3 and Schedule I-4 of Exhibit A-4 attached hereto. Each original invoice shall be approved and signed by

Contractor's duly authorized designee. Original invoices shall be submitted to: Department of Health Services, Immunization Program Office; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Contract Manager, with duplicate invoice to: Department of Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022, Attention: Contracts and Grants Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. <u>County Audit Settlements</u>:

- (1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.
- (2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services

furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

- D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.
- E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.
- F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. <u>Withholding Payment</u>:

(1) Subject to the reporting and data requirements of this Agreement and the Schedule(s) attached hereto, County may withhold any claim for

payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this

Agreement, or if such report or data is incomplete in accordance with requirements set forth in this

Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

- (2) County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.
- (4) Subject to the provisions of the Schedule(s) of this Agreement, if the services are

not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County, as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).
- H. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor."
- 6. Paragraph 9, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be amended to read as follows:

"9. <u>FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:</u>

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this

provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds twenty five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obliqation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the

term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an

amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

COONTI	OF DOS ANGELLES
Dir	omas L. Garthwaite, M.D. rector and Chief Medical Eficer
CITY C	OF LONG BEACH
	Contractor
Ву	Signature
	Print Name
Title	(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By Cara O'Neill, Chief
Contracts and Grants Division

JR/ImmReg-LBeach-Am3/Oct.4, 2005

Los Angeles Immunization Network (LINK) Long Beach Department of Health and Human Services - Scope of Work July 1, 2005 to June 30, 2006

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives	_	Activities	Timeline	Evaluation
Maintenance and	-	Participate in Executive Team meetings	As scheduled	Meeting sign-in sheet
enhancement of LINK	2.	Participate in development of regional	Ongoing	Regional and local planning documents
regional Infrastructure				
	က်	Participate in development of annual SIIS grant	Annual	Written submission of grant content
a de la composición		application		
	4.		As needed	Written submission of grant content
		regional grant applications		
Recruit and deploy a	-	Develop local deployment plans and timelines	Ongoing	Annual grant applications, Monthly Report
minimum of 18 new	2		Ongoing	Monthly Report
providers in the Long		demonstrations of LINK, and obtain participation		
Beach jurisdiction	j			
	<u>ო</u>	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
		assessments and ensure providers meet all		tools, Monthly Reports
		requirements prior to deployment		
	4.	Schedule user training	Ongoing	Training calendar
	ئا	Schedule deployment date and coordinate	Ongoing	Deployment Checklists; Data migration
		deployment activities including early disclosure,		checklist
-		data migration, and data entry support (if		
	-1			
	, 6	Provide on-site day-of-deployment support	Ongoing	Monthly Report
	7.			
		develop action plan to address barriers	Ongoing	Monthly Report
Provide ongoing support	-	Provide ongoing programmatic support to	Ongoing	Monthly Report
to providers and conduct		providers		
quality assurance	2.	Assess provider and user satisfaction	Ongoing	Satisfaction Survey
	ω.	Evaluate provider progress and provide feedback		Provider Status Report; Monthly Report
		a minimum of one time per year per provider		
LINK representation	. :	Attend State SIIS Conferences	Semi-annual	Travel Receipts
	2	Participate on SIIS Committees and local	Ongoing	Monthly Report
		coalitions and committees		
	რ	Conduct presentations to community	Ongoing	Monthly Report
		organizations and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES JULY 1, 2005 through JUNE 30, 2006

PERSONNEL SERVICES	FTE	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
LINK Coordinator Total Staff Costs	1	50.0%	\$4,531	27,186 \$27,186
FRINGE BENEFITS @			35.0%	9,515
TOTAL PERSONNEL COSTS				\$36,701
OPERATING EXPENSES				
Services and Supplies Health Education Materials Travel Subcontracts TOTAL OPERATING EXPENSES				600 0 2,300 0 \$2,900
TOTAL BUDGET COSTS				\$39,601

Long Beach Department of Health and Human Services - Scope of Work July 1, 2006 to June 30, 2007

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Objectives	<u> </u>	Activities	Timeline	Evaluation
Maintenance and	<u>-</u>	Participate in Executive Team meetings	As scheduled	Meeting sign-in sheet
enhancement of LINK	2.		Ongoing	Regional and local planning documents
regional Infrastructure		plans, policies, procedures, forms, and materials	!	
	က်		Annual	Written submission of grant content
		application		
	4.	Participate in development of supplemental	As needed	Written submission of grant content
		regional grant applications		
Recruit and deploy a	-:	Develop local deployment plans and timelines	Ongoing	Annual grant applications, Monthly Report
minimum of 18 new	2.	Identify providers in jurisdiction, conduct	Ongoing	Monthly Report
providers in the Long		demonstrations of LINK, and obtain participation		
Beach jurisdiction		(MOUs)		
	რ	Conduct Programmatic and Technical site	Ongoing	Programmatic and Technical Site Assessment
		assessments and ensure providers meet all		tools, Monthly Reports
		requirements prior to deployment		
	4.		Ongoing	Training calendar
	<u>ئ</u>	Schedule deployment date and coordinate	Ongoing	Deployment Checklists; Data migration
		deployment activities including early disclosure,		checklist
		data migration, and data entry support (if		
		provided)		
	6.	Provide on-site day-of-deployment support	Ongoing	Monthly Report
· · · · · · · · · · · · · · · · · · ·	7	Identify potential barriers to participation and		
	*******	develop action plan to address barriers	Ongoing	Monthly Report
Provide ongoing support	-:	Provide ongoing programmatic support to	Ongoing	Monthly Report
to providers and conduct		providers		
quality assurance	2.	Assess provider and user satisfaction	Ongoing	Satisfaction Survey
***************************************	რ	Evaluate provider progress and provide feedback		Provider Status Report; Monthly Report
		a minimum of one time per year per provider		
LINK representation	<u>.</u>	Attend State SIIS Conferences	Semi-annual	Travel Receipts
	2.	Participate on SIIS Committees and local	Ongoing	Monthly Report
	•	coalitions and committees		
	က	Conduct presentations to community	Ongoing	Monthly Report
		organizations and other interested groups		

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007 LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES JULY 1, 2006 through JUNE 30, 2007

PERSONNEL SERVICES	FTE	HRS/ <u>% TIME</u>	MONTHLY SALARY	REQUESTED BUDGET
LINK Coordinator Total Staff Costs	1	50.0%	\$4,531	27,186 \$27,186
FRINGE BENEFITS @			35.0%	9,515
TOTAL PERSONNEL COSTS				\$36,701
OPERATING EXPENSES				,
Services and Supplies Health Education Materials Travel Subcontracts TOTAL PURCET COSTS				600 0 2,300 0 \$2,900
TOTAL BUDGET COSTS				\$39,601